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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: : Chapter 11
: Case No. 09-50026 (REG)
GENERAL MOTORS CORP., *et al.*, : (Jointly Administered)
Debtors. :
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**AUTOMATIC DATA PROCESSING, INC.'S LIMITED OBJECTION TO DEBTORS'
MOTION PURSUANT TO 11 U.S.C. §§ 105, 363(B), (F), (K) AND (M), AND 365 AND
FED. R. BANKR. P. 2002, 6004 AND 6006, TO (I) APPROVE (A) THE SALE
PURSUANT TO THE MASTER SALE AND PURCHASE AGREEMENT WITH
VEHICLE ACQUISITION HOLDINGS, LLC, A U.S. TREASURY-SPONSORED
PURCHASER, FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND
OTHER INTERESTS; (B) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (C) OTHER RELIEF;
AND (II) SCHEDULE SALE APPROVAL HEARING**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Automatic Data Processing, Inc., on behalf of itself and its subsidiaries, affiliates and related entities (collectively, "ADP"), through its attorneys, Dickinson Wright PLLC, states as follows for its Objection:

1. On June 1, 2009, Debtors filed their *Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), (k) and (m), and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006, to (I) Approve (A) the Sale Pursuant to the Master Sale and Purchase Agreement With Vehicle Acquisition Holdings, LLC, a U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims,*

Encumbrances, and Other Interests; (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief; and (II) Schedule Sale Approval Hearing (the “Assumption Motion”).

2. On June 2, 2009, this Court entered its *Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006 (I) Approving Procedures For Sale of Debtors’ Assets Pursuant to Master Sale and Purchase Agreement With Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice* (the “Order”).

3. The Order established certain procedures pursuant to which the Debtors were to give affected parties notice that Debtors intended to assume their executory contracts and/or unexpired leases, as well as the amounts that the Debtors believed were required to “cure” defaults under those contracts and leases as required by 11 U.S.C. § 365(b) (the “Cure Procedures”).

4. On June 5, 2009, in accordance with the Cure Procedures, the Debtors filed and served their *Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto* (the “Cure Notice”). The Cure Notice advised that the Debtors maintained a secure website that contained information about contracts to be assumed and cure amounts that the Debtors believe will satisfy their obligations under 11 U.S.C. § 365(b).

5. The secured website provided that Debtors intended to assume contracts for data processing services for GM and GM dealers (the “Executory Contracts”) and tender a cure amount of \$666,594 (the “Debtors’ Cure Amount”) to ADP.

6. Although ADP does not object to the assumption of the Executory Contracts *per se*, ADP objects to the Debtors' Cure Amount.

7. In fact, the amount required to pay the balance of the Executory Contracts and to cure defaults is no less than \$5,273,490. Detail and support for this cure amount is provided in **Exhibit A**, attached. In addition, the cure amount must include all accrued, non-defaulted obligations and any other amount due through the Assumption Effective Date.

8. ADP objects to the assumption and assignment of the Executory Contracts unless Debtors pay the amount of no less than \$5,273,490 and provide adequate assurance of future performance.¹

WHEREFORE ADP respectfully requests that this Court find that the amount required to cure the existing defaults under the Executory Contracts is no less than \$5,273,490 and deny the Debtors' assumption and assignment of the Executory Contracts unless this cure amount is promptly paid to ADP.

Respectfully submitted,

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¹ To the extent Debtors argue that ADP's claims are subject to the cure dispute resolution process, ADP objects that the Debtors should not have the right to determine unilaterally and without a strict deadline whether a given dispute is subject to alternative dispute resolution procedures, as this would allow Debtors to delay cure proceedings indefinitely.

Dated: June 2, 2009

ADP DEALER SERVICES AMOUNTS SHOULD BE ON GM CURE LIST AS OF 5/31/09 SERVICES:								
<u>User</u>	<u>ROW ID</u>	<u>GM Contract ID</u>		<u>Milestone</u>	<u>AR as of 5/31/09:</u>	<u>May billing, sent in June</u>	<u>Service by 5/31/09, sent in June</u>	<u>Total Due as of 5/31/09</u>
Amy9Q0vf	5716-00039713	GMS30839	PWB Materials Returns & Claims - CA 025 - PDA 6.09 (Line Seq 001)		0	0	0	0
Amy9Q0vf		01B01139	CarInk		16,400			16,400
Amy9Q0vf	5716-00048807	01S54782	CarInk					
Amy9Q0vf	5716-00048808	GMS28311	Vehicle Invoice - PDA 09.04 (Line Seq 001)	Detail Design		146,820	122,350	269,170
Amy9Q0vf	5716-00048810	GMS29605	SWB Vehicle Locate -CA024 -PDA 09.09 (Line Seq 001)	End of Construct	87,859	138,547	97,997	324,403
Amy9Q0vf	5716-00048811	GMS29606	SWB Send Deal - CA023 -PDA 09.08 (Line Seq 001)	End of Construct	110,531	174,299	123,285	408,115
Amy9Q0vf	5716-00081851	GMS32522	PO - SPAC Inquiry PDA 9.07 CA012c (Line Seq 002)	Detail Design	0	0	0	0
Amy9Q0vf			PO - Parts Invoice PDA 9.07 CA012d (Line Seq 001)		0	0	0	0
Amy9Q0vf			PO - Parts Shipment PDA 9.07 CA012e (Line Seq 001) *Combined above		0	0	0	0
Amy9Q0vf	5716-00085134	GMS32995	CDR - CA007 - PDA 09.02 (Line Seq 001)			27,222		27,222
Amy9Q0vf	5716-00109902	GMS29890	IDMS Saturn Unity - CA 004 (Line Seq 001)		0	0	0	0
Amy9Q0vf	5716-00116867	GMS23707	Global Warranty - CA010 -PDA 09.05 (Line Seq 001)		513,050			513,050
Amy9Q0vf	5716-00119799	01S57066						0
Amy9Q0vf	<u>Not on cure list from GM.</u>	GMS21330-0025	PWB Parts Availability CA011-PDA 09.06 (Line Seq 004)		49,698			49,698
Amy9Q0vf	<u>Not on cure list from GM.</u>		GM IDMS		220,739			220,739
Amy9Q0vf	<u>Not on cure list from GM.</u>	GMS89125	Saturn-April services		1,289,850			1,289,850
Amy9Q0vf	<u>Not on cure list from GM.</u>	GMS89125	Saturn-May services				1,218,477	1,218,477
w8FSH41C	5716-00114487	GMB06983	DMI-THIS IS THE ONLY ONE THAT HAS \$'S ON GM'S CURE LIST		666,594			666,594
w8FSH41C	5716-00114488	GMB06983	DMI					0
w8FSH41C	<u>Not on cure list from GM.</u>	GMB06983	DMI-May services				269,772	269,772
		TOTALS			2,954,721	486,888	1,831,881	5,273,490
24DcpRnf	5716-00001350	Letters received from GM						
E59dEcAJ	5716-00001351	Letters received from GM						
Mjsp3Fq7	5716-00001166	Letters received from GM						
p5gs1R2L	5716-00001152	Letters received from GM						
hW5pR2ev	5716-00001151	Letters received from GM						

The cure list was reviewed on 6/12/09 at 9am CST and the only amounts above that were on the cure list is DMI for the total of \$666,594.